

AN ORDINANCE approving CONTRACT #9904 FOR HEARTHSTONE SECTION I between NORTH EASTERN CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

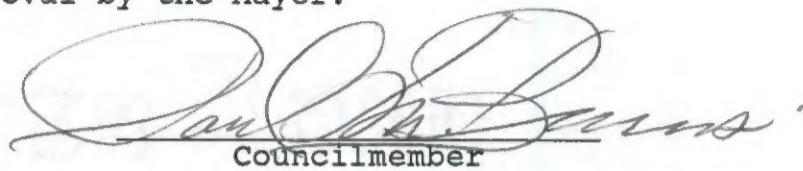
SECTION 1. That the CONTRACT #9904 FOR HEARTHSTONE SECTION I by and between NORTH EASTERN CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

a water main system to serve the following: In a 20" easement from Opportunity Drive to the southern terminus of Hunters Knoll Place; also on Hunters Knoll Place from its southern terminus to Fox Orchard Run; Also on Hunters Knoll Run from Fox Orchard Run to Wallen Road; Also on Water Meade Place from Hunters Knoll Run to its terminus; Also on Fox Orchard Run from the W. property line of lot 102 to the east property line of Block D; also on Oak Lane Place from the north property line of 102 to its southern terminus; Also on Deer Brook Place from Fox orchard Run to its Northern Terminus; Also on Deer Brook Place from Fox Orchard Run to its Southern Terminus; also on Wallen Road Across Hunters Knoll Run; Said water line to include; 1980+/- of 12"; 2400+/- LF of 8" and 2784+/- LF of 6" ductile iron water pipe;

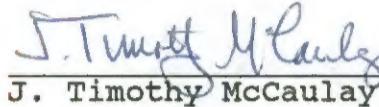
the Contract price is Nineteen Thousand Three Hundred Twenty-Nine and 00/100 Dollars (\$19,329.00 - City portion; North Eastern - \$92,720.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

PAGE 2

1 SECTION 2. That this Ordinance shall be in full force  
2 and effect from and after its passage and any and all  
3 necessary approval by the Mayor.

4   
5 Councilmember

6 APPROVED AS TO FORM  
7 AND LEGALITY

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9 J. Timothy McCaulay, City Attorney

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WATER CONTRACT NO. 9004

BOARD ORDER NO. 24-90

WORK ORDER NO. 64174

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of April, 1990, by and between NORTH EASTERN CONSTRUCTION CO., INC., hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the CITY OF FORT WAYNE, Indiana, by and through the MAYOR and the BOARD OF PUBLIC WORKS AND SAFETY, of said City, hereinafter called UTILITY, WITNESSETH:

That the said CONTRIBUTOR and the said UTILITY for the consideration hereinafter named, agree as follows:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water main systems, including all necessary fittings to serve HEARTHSTONE SECTION I as follows:

IN A TWENTY (20') FOOT EASEMENT FROM OPPORTUNITY DRIVE TO THE SOUTHERN TERMINUS OF HUNTERS KNOLL PLACE; ALSO ON HUNTERS KNOLL PLACE FROM ITS SOUTHERN TERMINUS TO FOX ORCHARD RUN; ALSO ON HUNTERS KNOLL RUN FROM FOX ORCHARD RUN TO WALLEN ROAD; ALSO ON WATER MEADE PLACE FROM HUNTERS KNOLL RUN TO ITS TERMINUS; ALSO ON FOX ORCHARD RUN FROM THE WEST PROPERTY LINE OF LOT 102 TO THE EAST PROPERTY LINE OF BLOCK D; ALSO ON OAK LANE PLACE FROM THE NORTH PROPERTY LINE OF LOT 102 TO ITS SOUTHERN TERMINUS; ALSO ON DEER BROOK PLACE FROM FOX ORCHARD RUN TO ITS NORTHERN TERMINUS; ALSO ON DEERBROOK PLACE FROM FOX ORCHARD RUN TO ITS SOUTHERN TERMINUS; ALSO ON WALLEN ROAD ACROSS HUNTERS KNOLL RUN.

Said water line to include: 1980± LF OF 12"; 2400± LF OF 8" AND 2784± LF OF 6" DUCTILE IRON WATER PIPE.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY or approved by the UTILITY, which are on file in the office of the Engineering Department of the UTILITY, and by reference made a part hereof; and the said UTILITY shall furnish water through said system, when complete, in accordance with rules and regulations of said UTILITY and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the UTILITY will not furnish water through any part of parts of the water main covered hereunder, unless and until the entire system shall have been tested, disinfected, and placed in-service and accepted by said UTILITY.

3. It is understood and agreed by and between the parties of this contract, that the CONTRIBUTOR shall furnish all materials, contractual labor and equipment for the construction of said water main system through KURTZ EXCAVATING, INC. at a cost of \$112,049.00 (ONE HUNDRED TWELVE THOUSAND FORTY NINE DOLLARS AND no cents), and that said CONTRIBUTOR shall pay the UTILITY upon execution of this contract for the necessary labor for inspecting, pressure-testing, disinfection, engineering, tap and assessment at a cost of \$5,957.00 (FIVE THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS AND no cents). Therefore, the total cost of said water main system is \$118,006.00 (ONE HUNDRED EIGHTEEN THOUSAND SIX DOLLARS AND no cents), and which amount is in the contract price of this AGREEMENT.

It is further understood and agreed by and between the parties of this contract that said CONTRIBUTOR shall bear the cost of the water main on the basis of a 6" water main, the total cost of which is \$92,720.00 (NINETY-TWO THOUSAND SEVEN HUNDRED TWENTY AND NO/100) DOLLARS, and which amount is the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said UTILITY, the UTILITY will pay to said CONTRIBUTOR the difference between the cost of material, contractual labor and equipment, as supplied by the Contractor, as referred to above and the contract price of this agreement, said difference being \$19,329.00 (NINETEEN THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND no cents).

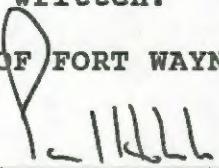
4. The UTILITY may approve the extension of additional water mains from the water main(s) covered in this CONTRACT without incurring any financial obligations to the CONTRIBUTOR under this contract.
5. It is further understood and agreed that, upon completion of said water main system, the CONTRIBUTOR or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the BOARD OF PUBLIC WORKS AND SAFETY of the City. The MAINTENANCE BOND shall run for a minimum period of one (1) year from the date of acceptance of said system of the CITY and shall be in the minimum amount of \$28,012.25 (TWENTY EIGHT THOUSAND TWELVE DOLLARS AND twenty five cents).

After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the UTILITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the UTILITY, the Board of Public Works and Safety will issue a letter of acceptance of the project to the CONTRIBUTOR. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under this contract shall form and be a part of the water works system of said UTILITY, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.

WITNESS THE HANDS AND SEALS OF SAID PARTIES, the day and year first  
above written.

CITY OF FORT WAYNE, INDIANA

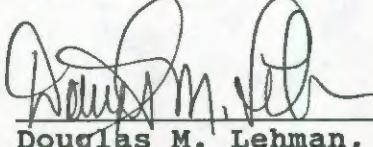
BY:

  
Paul Helmke, Mayor

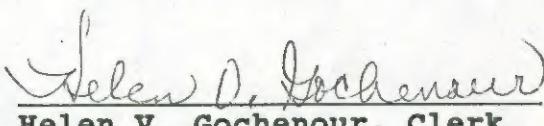
BOARD OF PUBLIC WORKS AND SAFETY

  
Charles E. Layton, Director  
Public Works

Michael McAlexander, Director  
Public Safety

  
Douglas M. Lehman, Director  
Administration and Finance

ATTEST:

  
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

  
ASSOCIATE CITY ATTORNEY  
R. David Boyer, Associate  
City Attorney

CONTRIBUTOR: NORTH EASTERN CONSTRUCTION CO., INC.

BY:

  
J. L. Zehr, PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF INDIANA )  
                    ) ss:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State, this  
30<sup>th</sup> day of April, 1990, personally appeared  
the within named PAUL HELMKE, CHARLES E. LAYTON, MICHAEL  
McALEXANDER, DOUGLAS M. LEHMAN, and HELEN V. GOCHENOUR, to me  
personally known, who being by me duly sworn, said that they are  
respectively MAYOR OF THE CITY OF FORT WAYNE; CHAIRPERSON, MEMBERS  
AND CLERK OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF  
FORT WAYNE, INDIANA and that they signed said instrument on behalf  
of the Fort Wayne Water Utility of the City of Fort Wayne, Indiana,  
with full authority to do so and acknowledged said instrument to  
be the voluntary act and deed of said Department of said City for  
the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, and affixed my  
official seal.

CAROLYN S. ESCHMANN  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
MY COMMISSION EXPIRES JUNE 21, 1991  
ISSUED THRU INDIANA NOTARY ASSOC.

Carolyn S. Eschmann  
Notary Public

Printed name of Notary

A resident of \_\_\_\_\_ County.

My commission expires:

**ACKNOWLEDGEMENT**

STATE OF INDIANA )  
                    ) SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public in and for said County and State, this  
5th day of April, 1990, personally  
appeared the within named J.L. ZEHR, being by me first duly sworn  
upon his oath, says that he is the PRESIDENT of NORTH EASTERN  
CONSTRUCTION CO., INC., CONTRIBUTOR herein, and as such, duly  
authorized to execute the foregoing instrument for the uses and  
purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed by name, and affixed my  
official seal.

Orrin R. Sessions  
Notary Public

Orrin R. Sessions  
Printed name of Notary

A resident of Allen County.

My commission expires:

May 13, 1992

Read the first time in full and on motion by Burns, seconded by Talairico, and duly adopted, read the second time by title and referred to the Committee on City of Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATED: 6-12-90

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talairico, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>				
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>✓</u>
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-26-90

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-154-90 on the 26th day of June, 1990.

Sandra F. Kennedy ATTEST  
Sandra E. Kennedy, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of June, 1990 at the hour of 1:30 o'clock P.M., E.S.T.

Sandra F. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of June, 1990, at the hour of 4:00 o'clock P.M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Water Contract #9004 for Hearthstone Section I between City & North Eastern Construction Co., Inc.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Water Contract #9004 for Hearthstone Section I is a water main system to serve the following: In a 20" easement from Opportunity Drive to the southern terminus of Hunters Knoll Place; also on Hunters Knoll Place from its southern terminus to Fox Orchard Run; Also on Hunters knoll Run from Fox Orchard Run to Wallen Road; Also on Water Meade Place from Hunters Knoll Run to its terminus; Also on Fox Orchard Run from the W. property line of lot 102 to the east property line of Block D; also on Oak Lane Place from the north property line of 102 to its southern terminus; Also on Deer Brook Place from Fox Orchard Run to its Northern Terminus; Also on Deer Brook Place from Fox Orchard Run to its Southern Terminus; also on Wallen Road Across Hunters Knoll Run.

Said water line to include;  $1980 \pm$  of 12";  $2400 \pm$  LF of 8" and  $2784 \pm$  LF of 6" ductile iron water pipe.

*S-90-06-28*

EFFECT OF PASSAGE: Water Main system at above location

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$92,720.00 Contributor - \$19,329.00 City

ASSIGNED TO COMMITTEE:

BILL NO. S-90-06-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) APPROVING CONTRACT  
#9904 FOR HEARTHSTONE SECTION I BETWEEN NORTH EASTERN  
CONSTRUCTION CO., INC. AND THE CITY OF FORT WAYNE, INDIANA,  
IN CONNECTION WITH THE BOARD OF PUBLIC WORKS AND SAFETY

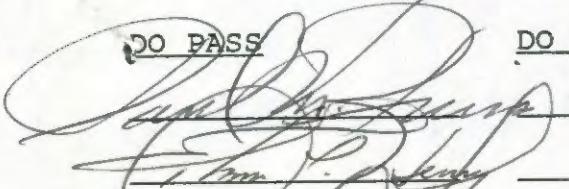
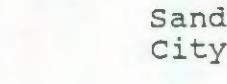
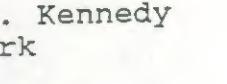
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 6-26-90.

Sandra E. Kennedy  
City Clerk